St Philip's Church Hall Taddington Road, Chaddesden DE21 4JU Terms & Conditions of Use

- 1. Applications to hire the hall will not be accepted by anyone under the age of 21 years. The named hirer will be expected to remain on the premises for the full duration of the function and ensure full compliance with this agreement. This includes ensuring that no alcohol is obtained or given to anyone under 18, ensuring the hall is used only for lawful purposes and for being responsible for the behaviour and safety of all those attending the function, both inside and in the surrounds of the hall.
- 2. A booking form must be submitted before a booking is made final. With the exception of regular bookings, payment must be made in advance. For most bookings a deposit will be required. This will be refunded in full, less any charges for damage, breakages, cleaning etc. or failure to comply with any of these terms and conditions. The applicant will also be liable for any excess over and above the deposit amount. These amounts will be at the discretion of St Philip's Parochial Church Council.
- 3. We reserve the right to refuse any application, without giving reasons.
- 4. Users must show consideration for neighbours by keeping noise levels low, especially during late evening and when users leave the hall.
- 5. Use of equipment: The following are included in the hire cost (according to which part of the hall you are paying to hire), but must be cleaned and returned to where they were found after use; adult tables and chairs, tea/coffee mugs, kettle, urn, hot water and electricity. The kitchen is available for separate hire for catering. Please report all breakages or damage.

- 6. Any persons using the premises do so at their own risk. The Parochial Church Council of St Philip's Church cannot be held responsible for any personal injury or loss, theft or damage to the property or personal belongings of any person while on the premises, or left on the premises at the end of the hire period.
- 7. Alcohol: You must not make alcohol available to anyone under 18. If you wish to sell alcohol at your event please ensure that you have applied for an Event Licence and that you have the licence clearly displayed at your event. St Philip's Parochial Church Council will not be held responsible if you fail to comply with the legal requirements.
- 8. No Smoking: Please note all areas of the building are designated as 'No Smoking'.
- 9. Bouncy Castles: The Hall insurance does not cover Hirers for bouncy castle use. You must check that your own insurance covers your event. Hirer must ensure the bouncy castle is:
 - a. The floor of the church hall is protected or else you will be responsible to pay the cost of the damage.
 - b. Supervised by a responsible hirer's employee/person at all times.
 - c. Not to be used by children under 2 years old.
 - d. Restricted to use by age group (e.g. groups 2 to 5yrs, 6 to 12 yrs. and over 12).
- 10. Parking: The area outside the hall belongs to St Philips Church. Please ensure any cars parked in this area and on the surrounding streets are parked with respect to the neighbours' access. Please bear in mind that Taddington Road is a bus route.

11. Safety:

a. The applicant is responsible for the health and safety of all in the hall during the term of hire. The applicant must ensure there is an adequate level of stewarding during the event. As a minimum, we would expect three adult stewards over the age of 21 years at any event.

- b. The relevant sections of our Health and Safety Policy are attached. Please ensure all responsible adults are familiar with it. The applicant should carry out their own health and safety and fire risk assessment and ensure the stewards are aware of all the safety requirements. The risk assessment should take note of the following.
- c. The location and use of fire equipment. Fire extinguishers are located in the kitchen and by each side emergency exit doors. The applicant shall ensure that they are aware of and understand the instructions for their use. All fire equipment must only be used for their intended purpose.
- d. Emergency Exit routes are the front and side doors to the hall and must be kept clear and unlocked at all times In the event of an evacuation, people should leave by the emergency exits and assemble in the car park.
- e. The Fire & Rescue Service must be called to any outbreak of fire, however slight, and details should be supplied promptly to the Booking Secretary.
- 12. The applicant is responsible for ensuring any electrical devices brought into the hall are in a clean and safe working order and for ensuring the safety of any inflammable materials brought into the hall. Highly flammable substances must not be brought into or used in any part of the premises.
- 13. It is the responsibility of the applicant to ensure that only fit and proper persons have access to young children and vulnerable persons, and that such persons should at all times be in attendance upon children in the hall.
- 14. A First Aid kit is in the kitchen. Please let us know if you need to use any of it.

 Any accidents must be entered in the accident logbook. This logbook is kept in the kitchen.
- 15. Users of the kitchen are reminded of their responsibility under all current Food Safety legislation and Regulations. Hirers are not allowed to prepare food in the kitchen. However, preparation of hot drinks is allowed. Please talk to the booking secretary for further details.

- 16. Cleaning and End of Hire.
 - a. Please treat the hall with respect and care, leaving it as you would wish to find it.
 - b. After your event please ensure the floors are swept and all areas are left in a clean and tidy condition.
 - c. Ensure any equipment is returned to where you found it. Toilets must be left clean.
 - d. Please don't use sellotape, pins or other methods that may damage the paintwork or fabric of the building, blu tack only.
 - e. Please place all rubbish in the bin provided in the kitchen and you must take it away with you at the end of your event.
 - f. Please ensure that at no time you leave the premises unattended, and at the end of your hire, all doors and windows are left locked and secure, the heater, urn and all appliances are switched off and the key returned.
 - g. If the church hall is not left in the condition it was given to you, St Philip's Parochial Church Council have the right to retain the deposit (refundable).
- 17. Cancellation: If the applicant wishes to cancel the booking before the date of the event and the Church Council are unable to conclude a replacement booking, the Church Council reserve the right to charge the full booking fee.
- 18. St Philip's Parochial Church Council reserve the right to cancel this hiring by giving notice to the Applicant in the event of;
 - a. The premises being required for use as a Polling Station.
 - b. The Church Council considering that the hiring will lead to a breach of these terms & conditions.
 - c. The premises becoming unfit for the use intended by the Applicant.
 - d. In any such case the Applicant will be entitled to a refund of any deposit already paid, but the Church Council will not be liable to the Applicant for any resulting or indirect loss or damages whatsoever.
- 19. No rights: The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

- 20. Fly posting: The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements. Do not fix decorations near light fittings or heaters.
- 21. Insurance and indemnity The Hirer shall be liable for:
 - a. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - b. All claims, losses, damages and costs made against or incurred by St Philip's Church Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.
 - c. All claims, losses, damages and costs made against or incurred by St Philip's Church Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub- clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of St Philip's Church Council and employees, volunteers, agents and invitees against such liabilities.
- 22. Safeguarding Children and Young People: It is the responsibility of the person hiring the facilities to ensure that all engaged in the activity meet current safeguarding requirements, and that CRB (DBS) checks for staff and volunteers have been conducted where necessary.

For example a children's party entertainer will require an enhanced CRB check.

St Parochial Church Council

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